



# Washington State Transportation Improvement Board

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County Road Administration Board

April 10, 2017

Mr. Richard Tarry  
Engineering Services Manager  
City of Everett  
3200 Cedar Street  
Everett, WA 98201-4516

Dear Mr. Tarry:

We are returning a fully executed copy of the grant agreement for your Complete Streets Award project, TIB #C-P-138(001)-1.

You may now incur eligible costs as designated in your approved work plan. Please ensure your finance officer is aware that the payment is scheduled for July 3, 2017 .

We are happy to assist you with any questions. You can contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or via e-mail at [GregA@tib.wa.gov](mailto:GregA@tib.wa.gov).

Sincerely,

Chris Workman, P.E.  
Engineering Manager

Vaughn Nelson  
Finance Manager

Enclosure

cc: Jane Gillow

RECEIVED  
APR 18 2017  
PUBLIC WORKS



City of Everett  
C-P-138(001)-1  
Complete Streets Award

RECEIVED  
APR 18 2017

CITY

PUBLIC WORKS

RECEIVED  
APR 12 2017  
TIB

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
CITY OF EVERETT  
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and CITY OF EVERETT ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 3510 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq.*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.



### 3. PROJECT WORK PLAN AND DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- c) Project work plan Closeout Form.

### 4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items within three years of the date of TIB's Grant approval shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

### 5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### 7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



## 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14:

## 9. NON-COMPLIANCE, DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 et seq, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

### 9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.





## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

## 13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to



assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

#### 14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

#### 16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

City of Everett

Transportation Improvement Board

Ray Stephanson 3/23/17  
Chief Executive Officer Date

Chris Workman 4/10/2017  
Date

Ray Stephanson  
Print Name

Chris Workman  
Print Name

Approved as to Form

ATTEST:

Sharon J. Hill  
City Clerk

By: \_\_\_\_\_  
ANN E. SALAY  
Senior Assistant Attorney General  
NOTE: Any changes to the terms of this Agreement  
shall require further approval of the Office of the  
Attorney General

APPROVED AS TO FORM  
James D. Iles  
JAMES D. ILES, City Attorney

Vaughn Nelson 4/13/17

Vaughn Nelson



# Transportation Improvement Board Complete Streets Work Plan

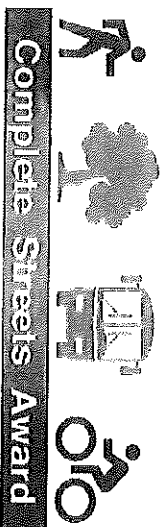
Agency City of Everett

Agency Contact Richard Tarry

Phone 425.257-8922

Email tarry@everettwa.gov

Total Work Plan  
Complete Streets Funding \$250,000



Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
Regional Bicycle Network Link	Design and Construct a Bicycle Signed Route that links the Downtown Bike Lanes on Hoyt Avenue with the Interurban Regional Trail at 41st & Colby	\$ 90,000	2018
Hewitt Avenue Pedestrian Improvements	Assist with the construction of pedestrian improvements associated with a planned Everett Massacre historic memorial.	\$ 75,000	2020
Bond Street to Terminal Avenue	Pedestrian Improvements linking the Forgotten Creek Trailhead at Bond Street to the Terminal Avenue Bridge to enhance pedestrian waterfront access	\$ 75,000	2019
19th Street Bike Lane Enhancement	Add signs and markings to the bike lanes on 19th Street linking Jackson Park to the Downtown Bike Lanes	\$ 10,000	2017

## Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

Signature of Authorized Agency Official

Agency Official Name & Title

Ryan Suss, City Engineer

## TIB Approval

Project Engineer Review

Engineering Manager

Finance Manager

Date 12-27-2016

Date 12/28/16

Date 12/29/16

## EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

State of Washington  
Transportation Improvement  
Board Complete Streets Grant  
Agreement

	Briefing
	Proposed Action
	Consent
X	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing
	Budget Advisory

COUNCIL BILL #  
Originating Department  
Contact Person  
Phone Number  
FOR AGENDA OF

Public Works  
Richard Tarry  
425-257-8922  
March 22, 2017

Initialed by:  
Department Head  
CAA  
Council President

do

<u><b>Location</b></u>	<u><b>Preceding Action</b></u>	<u><b>Attachments</b></u>	<u><b>Department(s) Approval</b></u>
	Resolution No. 6016, Ordinance No. 3510	State of Washington Transportation Improvement Board and City of Everett Grant Agreement, Complete Streets Work Plan	Public Works

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

### DETAILED SUMMARY STATEMENT:

The Washington State Transportation Improvement Board (TIB) has awarded the City of Everett a \$250,000 grant to implement the Complete Streets work plan. The work plan includes work on the Regional Bicycle Network Link, Hewitt Avenue pedestrian improvements, Bond Street to Terminal Avenue pedestrian improvements and 19<sup>th</sup> Street bicycle lane enhancements.

The City has been a leader in incorporating Complete Streets principles into its transportation projects. The City Council passed a Resolution in 2008 and an Ordinance in 2016. The City was nominated to compete in the program by the Washington State Department of Archeological and Historic Preservation in 2016 and was selected for the award by the TIB in January 2017.

The funds must be expended by January 27, 2020.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign the State of Washington Transportation Improvement Board Grant Agreement to implement Complete Streets projects in the amount of \$250,000.

Concise approved  
on 3/22/2017 St